

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 18, 2003  
Bulk Item: Yes X No       

Division: Growth Management  
Department: N/A

**AGENDA ITEM WORDING:** Approval of a Blanket Purchase Order by Monroe County from the firm of HDR Engineering, Inc., to provide technical and management assistance under State Contract No. 973-001-00-1

**ITEM BACKGROUND:** The Growth Management Division requires expert technical and management assistance in implementing the Florida Keys Carrying Capacity Study, Habitat Conservation Plan for Big Pine Key, and the Smart Growth/Tier System. The firm of HDR Engineering, Inc. has been awarded a State Term Contract with the Florida Department of Management Services that allows local governments to engage the services of this and other qualified firms without having to through the competitive procurement process.

HDR's project manager will be Dr. Ricardo Calvo. Dr. Calvo directed preparation of both the Habitat Conservation Plan (HCP) for Big Pine Key and the Florida Keys Carrying Capacity Study (FKCCS). His expertise and knowledge coupled with the extensive resources and capabilities of HDR Engineering, Inc. with Florida offices in Tampa, will be a very valuable asset to the County in implementing the HCP and FKCCS and assisting the County in working its way through the maze of various federal and state regulatory and oversight agencies as well as intervenors that will influence the outcome of these efforts.

**PREVIOUS RELEVANT BOARD ACTION:** N/A

**CONTRACT/AGREEMENT CHANGES:** New Contract

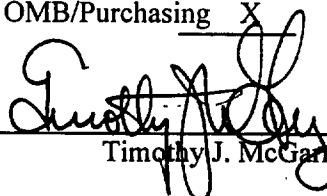
**STAFF RECOMMENDATION:** Approval

**TOTAL COST:** Up to \$50,000      **BUDGETED:** Yes X No       

**COST TO COUNTY:** Up to \$50,000      **SOURCE OF FUNDS:** MSTD (148 Fund)

**REVENUE PRODUCING:** Yes        No N/A      **AMOUNT PER MONTH** N/A **YEAR**       

**APPROVED BY:** County Attorney X      OMB/Purchasing X      Risk Management X

**DIVISION DIRECTOR APPROVAL:**   
Timothy J. McGarry, AICP

**DOCUMENTATION:** Included X      To follow             Not Required       

137

## MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: HDR Engineering Contract # 973-001-00-1  
 Effective Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_

Contract Purpose/Description:  
Blanket Purchase Order from the firm of HDR Engineering, Inc. to provide technical and management assistance under State Contract No. 973-001-00-1.

Contract Manager: Timothy McGarry 2517 Growth Management #11  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on June 18, 2003 Agenda Deadline: June 2, 2003

## CONTRACT COSTS

Total Dollar Value of Contract: \$ \$50,000 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes ☒ No ☐ Account Codes: 148 51000-530340  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ \_\_\_\_\_ /yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/14/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/14/03</u>
Risk Management	<u>6/4/03</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Bill [Signature]</u>	<u>6/4/03</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>6/5/03</u>
County Attorney	<u>6/3/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Ed [Signature]</u>	<u>6-3-'03</u>

Comments: Contract needs to be changed to reflect that consultant is required to provide Workers Compensation, vehicle liability, General liability, and professional liability insurance as shown on page 16 of Administration Instruction # 4709.5 under Consulting services

**Blanket Purchase Order  
Consulting Services for Management Skills for the  
Growth Management Division, Monroe County, Florida  
State Contract No. 973-001-00-1**

**SECTION 1. EMPLOYMENT OF THE CONSULTANT**

The MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (the "CLIENT") has determined that it is necessary, expedient, and to the best interest of the CLIENT to retain HDR Engineering, Inc. (the "CONSULTANT") to render and perform consulting and other professional services in connection with providing technical and management assistance to Monroe County in the area of growth management services.

The CLIENT desires to engage the CONSULTANT on a Blanket Purchase Order basis, for work assignments, per State Contract No. 973-001-00-1.

**SECTION 2. SCOPE OF SERVICES**

The CONSULTANT shall provide consulting services for management skills to the Growth Management Division, Monroe County. The overall goal of the consulting services is to assist the Division in the following areas, consistent with State Contract No. 973-001-00-1:

- **Needs Assessment.** Identify and develop assessment instruments, data collection methods, analysis, and interpretation and public participation strategies.
- **Strategic Planning.** Development of long-range outcomes, priorities and strategies for the Growth Management Division.
- **Performance Measurement.** Identification and development of appropriate outcome, performance and productivity indicators, performance monitoring and reporting systems.
- **Quality Improvement Consulting.** Assistance in the review and establishment of techniques to evaluate and improve processes and the quality of services performed.
- **Training.** Training to assist the Division in performing the above-referenced tasks or utilizing the information that has been gathered by the Consultant, as needed.

Services under this Blanket Purchase Order shall be requested by the Director of the Growth Management Division and shall abide by the terms, prices, and conditions of State Contract No. 973-001-00-1 and those heretofore.

Specific services that may be requested under this Blanket Purchase Order may include, but are not limited to, the following:

1. Assistance with the implementation of the Florida Keys Carrying Capacity Study.
2. Review and provide recommendations on the implementation and execution of land acquisition programs (Tier system).
3. Establish the need and feasibility of a Keys-wide Habitat Conservation Plan (HCP). Assist the Division in pursuing the HCP, if necessary.
4. Review and provide recommendations on the County's Habitat Evaluation Index (HEI) procedures, implementation, monitoring, and reporting.
5. Review and provide recommendations on the Division's GIS system's procedures, implementation, monitoring, and uses.
6. Review and provide recommendations on the County's Comprehensive Development Plan and Land Development Regulations' procedures, implementation, monitoring, performance measures, and reporting.
7. Other related services, at the discretion of the Growth Management Director.

### **SECTION 3. CLIENT'S RESPONSIBILITIES**

The CLIENT shall complete the following in a timely manner so as not to delay the services of the CONSULTANT:

- 3.1 Provide all best available data and base maps necessary for the completion for work assignments. Designate in writing a person with authority to act on the CLIENT's behalf on all matters concerning the work assignment.
- 3.2 Furnish to the CONSULTANT all existing plans, studies, reports, and other available technical data as required by the CONSULTANT. The CONSULTANT shall be entitled to use and rely upon such information and services provided by the CLIENT or others in performing the CONSULTANT's services.
- 3.3 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required, and legally allowed, for the CONSULTANT to perform the services hereunder. Any obstruction to such access by private property owners shall not constitute a basis for waiver of any other required entries on to public and private property, nor shall it provide a basis for termination of the contract. In the event that such access is so obstructed, CONSULTANT and CLIENT shall work together to resolve the difficulty in a timely manner.
- 3.4 Perform such other functions as are indicated in Section 2, Scope of Services, including but not limited to scheduling all meetings, work sessions, and hearings associated with

the performance of the CONSULTANT's work, including preparation of minutes and records.

#### SECTION 4. TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each individual Work Assignment request shall be commenced upon written notice from CLIENT and the work shall be completed in accordance with the schedule mutually agreed to by the CLIENT and CONSULTANT, unless it shall be modified in a signed document, by the mutual consent of the CLIENT and CONSULTANT. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by CLIENT and CONSULTANT.

#### SECTION 5. COMPENSATION

- 5.1 The maximum compensation available to the CONSULTANT under this Blanket Purchase Order is \$50,000.00. The funding for this Blanket Purchase Order may be amended at the CLIENT's discretion.
- 5.2 The CLIENT agrees to pay the CONSULTANT on a lump sum basis for each individual Work Assignment.

#### SECTION 6. PAYMENT TO CONSULTANT

- 6.1 CONSULTANT shall submit monthly invoices indicating the percent complete of each active Work Assignment. The invoices will include a progress reports for services rendered on each active Work Assignment being performed by the CONSULTANT.

The CLIENT shall make payments in response to CONSULTANT's invoices within thirty (30) days of the invoice date.

- 6.2 If the CLIENT fails to make any payment due to the CONSULTANT for services and expenses with thirty (30) days after the invoice dates, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services until the CONSULTANT has been paid in full all amounts due for services.

#### SECTION 7. AUTHORIZATION OF WORK ASSIGNMENT

- 7.1 All work assignments beyond or in addition to Section 2, Scope of Work, shall be authorized in a signed document in accordance with the CLIENT's policy prior to any work being conducted by the CONSULTANT.
- 7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of this Blanket Purchase Order pertinent to the work to be undertaken. Such supplemental instruction or

provisions shall not be construed as a modification of this Blanket Purchase Order. Authorizations shall be dated and serially numbered.

#### SECTION 8. COST CONTROL

- 8.1 The CLIENT's budgetary requirements and considerations in respect of the Work Assignments, including those for any subcontractors, shall be set forth in said Work Assignment.
- 8.2 Opinions of probable construction costs, financial evaluations, and feasibility studies prepared by the CONSULTANT under the Work Assignment will be made on the basis of the CONSULTANT's best judgment as an experience and qualified professional. It is recognized, however, that the CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others over market conditions or contractor's methods of determining their process, and that any utilitarian evaluation of any facility to be constructed or work to be constructed or work to be performed on the basis of the Work Assignment must be of necessity speculative. Accordingly, the CONSULTANT does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations, or studies submitted by the CONSULTANT to the CLIENT thereunder.

#### SECTION 9. NOTICES

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the CLIENT:

Monroe County Board of County Commissioners  
c/o Monroe County Planning Department  
2798 Overseas Highway, Suite 140  
Marathon, Florida 33050  
Attention: Planning Director

To the CONSULTANT: HDR Engineering, Inc.  
2202 North West Shore Blvd., Suite 250  
Tampa, Florida 33607-5755  
Attention: Ricardo Calvo (Project)  
Attention: Paul Bowdoin (Contract)

Or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered or, if mailed, when deposited in the mails registered, postage paid.

#### SECTION 10. GENERAL CONDITIONS

- 10.1 The CONSULTANT's Project Manager shall be Dr. Ricardo N. Calvo. A new Project Manager may be appointed only upon written authorization from the Director, Growth Management Division.
- 10.2 Upon receipt of a request for services, the CONSULTANT will provide a list of the personnel who will participate in the assignment and their corresponding labor category per Contract No. 973-001-00-1.
- 10.3 For services under this Blanket Purchase Order, the CONSULTANT will make available personnel in the following disciplines: planning, ecology, Geographic Information Systems, engineering, administration, socioeconomics, public participation, or others, as needed.
- 10.4 All documents created or prepared by CONSULTANT and which are necessary for the fulfillment of this Blanket Purchase Order, including reproducible copies of original drawings estimates, specifications, field notes, and data are and remain in the property of the CLIENT. In the event the CLIENT uses said documents on any projects not covered in this contract, it shall indemnify and save harmless CONSULTANT from all damages, including legal fees and costs resulting from the reuse of said documents.
- 10.5 This Blanket Purchase Order may be terminated by either party with or without cause by thirty (30) days written notice to the other party. In the event of any termination, the CONSULTANT will be paid for all services rendered and reimbursable expenses incurred to date of termination. Termination due to non-appropriation or funding termination must be done under para. 5.1.
- 10.6 The CLIENT and CONSULTANT each is hereby bound and the partners, successor, executors, administrators, and legal representatives of the CLIENT and CONSULTANT are hereby bound to the other party of this Blanket Purchase Order and to the representative (and said assigns) of such other party with respect of all covenants, agreements, and obligations of this Blanket Purchase Order.

- 10.7 The CONSULTANT shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this Blanket Purchase Order or subsequent Work Assignment without the written consent of the CLIENT, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Blanket Purchase Order.
- 10.8 Nothing under this Blanket Purchase Order shall be construed to give any rights or benefits in this Blanket Purchase Order to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Blanket Purchase Order will be for the sole and exclusive benefit of the CLIENT and CONSULTANT and not for the benefit of any other party.
- 10.9 Nothing in this Blanket Purchase Order should be read as modifying the applicable statute of limitations. The waiver of the breach of any obligation of this Blanket Purchase Order does not waive another breach of that or any other obligations.
- 10.10 The CONSULTANT warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the CLIENT may, in its discretion, terminate this Blanket Purchase Order without liability and may also, in its discretion, deduct from the Blanket Purchase Order or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.
- 10.11 This Blanket Purchase Order constitutes the entire Blanket Purchase Order between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Blanket Purchase Order may only be amended, supplemented, modified, or cancelled by a written instrument duly executed by the Monroe County Board of County Commissioners and the CONSULTANT, provided that the scope of services may be modified by a written agreement executed by the County Administrator or his designee and CONSULTANT, consistent with Section 10 of this Blanket Purchase Order.
- 10.12 CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Blanket Purchase Order and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Blanket Purchase Order.
- 10.13 In the carrying out of this Blanket Purchase Order, the CONSULTANT will not discriminate against any employee or applicant for employment because of sex, race,



creed, color or national origin. In carrying out this Blanket Purchase Order, the CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment with regard to their sex, race, creed, color or national origin. Such action shall include but not be limited to the following: Upgrading, demotion or transfer; recruitment or recruitment advertising layoff of termination; rates of any or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, such notices as may be provided by the CLIENT setting forth the provisions of this non-discrimination clause.

#### SECTION 11. INDEMNIFICATION

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the County, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees and any other agents, individually and collectively, from all fines, suites, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. The CLIENT does hereby covenant and agree to indemnify and save harmless the CONSULTANT from any fines, suites claims, demands, actions, cost obligations, attorney fees or liability of any kind resulting from a negligent act or omission by the County, its Mayor, the Board of County Commissioners, Officers, and Employees, individually and collectively under the provisions and up to the limits of liability as stated in Section 768.28 Florida Statutes. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this Blanket Purchase Order shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The costs of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the CLIENT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the County or other public or semi-public agencies.

The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the CLIENT during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for the County by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the \_\_\_\_ day of \_\_\_\_\_ 2003.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

ATTEST: (SEAL)

By \_\_\_\_\_  
Mayor/Chairman

By \_\_\_\_\_  
CLERK

HDR Engineering, Inc.

ATTEST: (CORPORATE SEAL)

By \_\_\_\_\_  
Senior Vice President

By \_\_\_\_\_  
Assistant

-----oOO-----

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY ROBERT N. WILF  
DATE 6-3-03

**EXHIBIT A**

**STATE TERM CONTRACT NO. 973-001-00-1  
AND  
AMENDMENT NO. 1**



**FLORIDA  
DEPARTMENT  
OF  
MANAGEMENT  
SERVICES**

**JEB BUSH  
GOVERNOR**

**CYNTHIA A. HENDERSON  
SECRETARY**



STATE PURCHASING  
4050 ESPLANADE WAY  
SUITE 350  
TALLAHASSEE, FLORIDA  
32399-0950

TELEPHONE:  
850-488-8440

FAX:  
850-414-6122

INTERNET:  
[www.MyFLORIDA.COM/DMS](http://www.MyFLORIDA.COM/DMS)  
[www.MyFLORIDA.COM](http://www.MyFLORIDA.COM)

Suite 315

**CERTIFICATION OF SERVICE CONTRACT**

TITLE: Professional Consulting Services for Management Skills

CONTRACT NO.: 973-001-00-1

BID NO.: 19-973-001-V

EFFECTIVE: May, 15, 2000 through May 15, 2003

SUPERSEDES: 973-655-96-1

CONTRACTOR(S): See Attached  
(Rev 15 May 01)

**ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF PEGGY YOWN AT (850) 488-7403, SUNCOM 278-7403, E-MAIL: [yownp@dms.state.fl.us](mailto:yownp@dms.state.fl.us)**

- A. **AUTHORITY** - Upon affirmative action taken by the State of Florida Department of Management Services on May 12, 2000, a contract has been executed between the State of Florida and the designated contractors.
- B. **EFFECT** - This contract was entered into to provide economies in the purchase of Consulting Services for Management Skills by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.057, Florida Statutes, all purchases of these services should be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** - All purchases shall be made in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the State Purchasing contract number, description of service with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.
- F. CONTRACT APPRAISAL FORM - State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to State Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

---

Authorized Signature

(Date)

MJ/lmb

Attachments

**CONTRACTOR(S):**

Achieve Global	(A)
ADG Business and Governmental Consultants	(A)
A.T. Hudson	(A)
Burns & McDonnell	(A)
Camber Corp.	(C)
Career Training Concepts Inc.	(A)
CMA Enterprise Inc.	(A)
Competitive Government Strategies, Inc.	(A)
Competitive Technologies Business Services	(A)
Concurrent Technology	(V)
DMG Maximus	(A)
Glenn W. Robertson	(B)
Harvey, Branker & Associates	(H)
HDR, Inc.	(A)
ICATT Consulting	(N)
IFEM (USA), Inc.	(B)
Information Systems	(I)
James Moore, & Co.	(A)
KMR Consultants, LLC	(H)
KPMG LLP	(A)
Law, Redd, Crona & Munroe, P.A.	(A)
Levings and Associates	(I)
MEVATEC Corporation	(R)
Michael Richardson & Associates	(B)
MGT of America	(A)
MLC & Associates	(A)
MTL Service	(R)
Nammack Associates	(B)
PKV Management Consulting, Inc.	(A)
Policy Studies	(A)
Pricewaterhouse Cooper	(A)
Renaissance	(A)
Resource Associates Corp.	(R)
Roy Jorgensen	(A)
Science Applications International Corp.	(A)
Sharpton, Brunson & Company, P.A.	(A)
Sterling Institute	(C)
Testmasters	(B)
Thomas Howell Ferguson	(A)
Thompson, Cobb, Bazillo & Associates	(N)
William M. Mercer	(A)

(Rev 15 June 01)

## **SPECIAL CONDITIONS**

### **PURPOSE**

The purpose of this Request for Proposal is to establish a 36 month contract for the purchase of Professional Consulting Services for Management Skills by all State of Florida agencies and other eligible users in accordance with Eligible Users paragraph, General Conditions. It is anticipated that the contract will be effective from May 1, 2000 through April 30, 2003.

### **OPTIONAL CONTRACT USAGE**

In addition to the eligible users referenced above with the consent of the successful Proposer(s) purchases may be made under the terms and conditions of this Request for Proposal, by government entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

### **PURCHASES UNDER \$2,500**

Agencies have the option to purchase from non-contract vendors provided the cost is below \$2,500. State agencies are encouraged to use the State Visa Purchasing card for all purchases under \$2,500.

### **SCOPE OF SERVICES**

Contractors selected will provide consulting services in some or all of the following areas:

#### **Category:**

- A. Planning, Budgeting and Performance Measurements Consulting – Which includes the following:
  - Needs Assessment - Identify and develop assessment instruments, data collection methods, analysis, interpretation and public participation strategies.
  - Strategic Planning - The development of long range outcomes, priorities and strategies for the agencies.
  - Performance Budgeting - Implementation of the requirement of the Government Performance and Accountability Act of 1994.
  - Performance Measurement - The systematic identification and development of appropriate outcome, performance and productivity indicators, performance monitoring and reporting systems.
- B. Quality Improvement Consulting - The use of various techniques to evaluate and improve processes and the quality of services performed. (i.e. T.Q.M., etc.)
- C. Airport Management Consulting - Consulting, related to creating and maintaining an airport.

Training to assist the department in performing these tasks, or utilizing the information that has been gathered by the vendor should be offered in each category above as needed.

No services shall be offered or provided under this contract if similar services currently appear on another State Term Contract.

Detailed scope and specific requirements for work products will be provided by the contracting (purchasing) entity within the using agency when the vendor is selected for consideration with respect to a specific project or need. Such scope and requirements will include but are not limited to; description of work activities, definition of particular deliverables, time frame, and budget parameters. The objective of this RFP is to ascertain the qualifications of the vendors and obtain general fee/rate information to provide to the contracting agency staff to assist in their selection of qualified consultants.

### **ESTIMATED QUANTITIES**

It is anticipated that the State of Florida agencies, and other eligible users, will expend approximately \$2,000,000 under any contract resulting from this Proposal. These estimated figures are given only as a guideline for preparing your Proposal and should not be construed as representing actual figures under the contract.

### **SPECIAL ACCOMMODATIONS**

Any person requiring a special accommodation at State Purchasing because of a disability should call State Purchasing at (850) 488-8440 at least five (5) workdays prior to the Proposal opening. If you are hearing or speech impaired, please contact the Division by using the Florida Relay Service, which can be reached at 1 (800) 955-8771 (TDD).

### **DELIVERABLES**

The vendor shall guarantee that the contracting agency will be granted unlimited rights to reproduce, for the agency's use, materials and reports specifically developed for the department's requirements. If the vendor contemplates use of materials that are copyrighted, and charging a licensing fee for the right to reproduce or use such materials, the proposed cost of such a license shall be clearly presented by the vendor. Such information shall also be included in any material presented in response to later specific requests for services.

### **TRAVEL & LIVING EXPENSES**

Invoices for travel and living expenses, if authorized under provisions of this agreement, shall be submitted in accordance with Section 112.061, Florida Statutes.

### **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of section 247A(e) of the Immigration and Nationalization Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

### **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in f.s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **SURCHARGE FEE AND SUMMARY OF TOTAL SALES**

Division of Purchasing hereby imposes a vendor surcharge fee of .5% (1/2 of 1%) on contractors' sales under any contract resulting from this negotiation. The fee will be paid by the contractor and must be included in submitted prices and cannot be added as a separate item. Use of this contract will be optional by State Agencies. If a State Agency elects to purchase from a source other than the resulting State contract, such purchases shall be in accordance with Chapter 287, F.S., and 60A Florida Administrative Code.

After receipt of payment from the contract purchases, all vendor surcharge fees shall be payable to the State of Florida no later than 15 days after the end of each quarter.

Vendor surcharge fee and contract number should be noted on the check and remitted to:  
State of Florida